

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B2400537

PRINT DATE: 07/03/12

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### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1132535229

DRY ICE CORP  
1601 DESOTO RD

BATIMORE, MD 21230  
(410 ) 644-7800

### REFER QUESTIONS TO:

TIM BARNES  
(410 ) 767-4687  
TIM.BARNES@DGS.STATE.MD.US

### ITB:

**EXPR DATE:** 05/31/13  
**POST DATE:** 04/26/12

**DISCOUNT TERMS:** .  
**CONTRACT AMOUNT:**

NET 30 DAY  
.00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NUMBER: (443) 677-3192 (CELL) JASON FICK

\*\*\*\*\*

MULTIPLE AWARD STATEWIDE CONTRACT  
TO PROVIDE  
DRY ICE FOR STATE EMERGENCIES

\*\*\*\*\*

SCOPE: THE PURPOSE OF THIS CONTRACT IS TO SECURE A POOL OF "ON CALL" CONTRACTORS READY TO SUPPLY DRY ICE IMMEDIATELY FOR VARIOUS LOCATIONS IN THE STATE OF MARYLAND WHICH WERE AFFECTED BY SEVERE STORMS, TORNADOS, FLOODING, SNOW, ETC. DUE TO THE NATURE OF THE EMERGENCY THE STATE INTENDS TO SUPPLY DRY ICE SUFFICIENT IN SIZE AND NUMBER TO COMPLETE THESE EFFORTS WITHIN 24-48 HRS DEPENDING ON THE EMERGENCY.

CONTRACT PERIOD: MAY 20, 2012 THROUGH MAY 31, 2013 (1 YEAR)

THIS IS THE 1ST YEAR RENEWAL OPTION TO RENEW THIS CONTRACT FOR AN ADDIIONAL ONE (1) YEAR PERIOD.

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS AT THE SAME TERMS AND CONDITIONS.

THIS BLANKET PURCHASE IS SUBJECT TO THE ATTACHED DETAILED SPECIFICATIONS AND TERMS AND CONDITIONS FOR CONTRACTS \$25,000 AND ABOVE.

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METHOD OF AWARD: DGS INTENDS TO AWARD MULTIPLE CONTRACTS TO MULTIPLE CONTRACTORS IN ACCORDANCE WITH COMAR 21.06.03.06.A.(2).

THE VENDOR SHALL PROVIDE ALL QUANTITIES OF THE ITEM(S) AGREED TO AT THE BEGINNING OF THE EVENT. IF ADDITIONAL QUANTITIES ARE NEEDED BEYOND THEIR CAPABILITY THE VENDOR MAY INFORM THE BUYER OF ANTICIPATED RESUPPLY DELIVERY DATES AND TIMES. IT SHALL BE AT THE STATES DISCRETION WHETHER TO PURCHASE THOSE ITEMS OR PURCHASE FROM ANOTHER SUPPLIER.

THE CONTRACTOR SHALL AT THE DISCRETION OF THE CONTRACT MANAGER PERFORM THE WORK AS DIRECTED BY THE STATE THROUGH A BLANKET PURCHASE ORDER RELEASE OR CORPORATE "P" CARD PURCHASE. THE STATE WILL USE THIS CONTRACT TO SUPPLY PRODUCT RESULTING FROM SEVER STORMS IN THE EVENT OF AN EMERGENCY MANAGEMENT ASSOCIATION (MEMA).

THE CONTRACTOR SHALL CONDUCT THE WORK SO AS NOT TO INTERFERE WITH THE DISASTER RESPONSE AND RECOVERY ACTIVITIES OF FEDERAL, STATE AND LOCAL GOVERNMENTS OR AGENCIES OR OF ANY PUBLIC UTILITIES.

THE GOVERNMENT RESERVES THE RIGHT TO INSPECT THE SITE, VERIFY QUANTITIES AND REVIEW OPERATIONS AT ANY TIME. ALL WORK SHALL BE ACCOMPLISHED IN A SAFE MANNER IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL SAFETY STANDARD.

PERFORMANCE SCHEDULE: THE CONTRACTOR SHALL COMMENCE PERFORMANCE AS SOON AS POSSIBLE BUT FROM WITHIN 24-48 HRS (DEPENDING ON THE EMERGENCY) AND RECEIPT OF NOTICE TO PROCEED. A SUFFICIENT NUMBER OF COMPETENT WORKERS MUST BE CONTINUOUSLY EMPLOYED BY THE CONTRACTOR WHICH MAY REQUIRE 24/7 COVERAGE DURING AN EVENT TO SATISFY THE STATE THAT THE WORK WILL BE COMPLETED BY THE TIME SPECIFIED.

PRICE & DELIVERY: ALL ACTIVITY ASSOCIATED WITH THE DELIVERY OF PRODUCTS SHALL BE PERFORMED FROM MONDAY - SUNDAY BETWEEN 7:00 AM @ 7:00 PM FOR SAFETY REASONS, UNLESS OTHERWISE SPECIFIED BY THE CONTRACT MANAGER. CONTRACT MAY REQUIRE WORKING ON HOLIDAYS. VENDOR PRICING IS FOR DOCK DELIVERY ONLY, NO GROUND DELIVERY WILL BE PROVIDED UNLESS USING AGENCY HAS FORKLIFT. PRODUCT MAY BE PROVIDED IN RETURNABLE INSULATED CONTAINERS. FAILURE TO RETURN CONTAINER WILL BE CAUSE TO CHARGE A CONTAINER FEE TO ORDERING AGENCY.

PRICE ESCALATION CLAUSE: VENDOR MUST HOLD PRICING FOR AT LEAST ONE YEAR. ANY PROPOSED INCREASE IN PRICE SHALL BE SUBMITTED (120 DAYS) PRIOR TO THE END OF THE FIRST YEAR AND AT THE END OF ANY EXERCISED OPTION. THE CONTRACTOR MAY REQUEST IN WRITING A COST ADJUSTMENT TO BE IN EFFECT FOR THE TWO (2) SUBSEQUENT YEARS OF THE CONTRACT. ANY

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PROPOSED INCREASE IN PRICE SHALL NOT EXCEED THE RATE OF INFLATION AS DETERMINED BY THE CONSUMER PRICE INDEX FOR URBAN CONSUMERS (CPI-U) - U.S. CITY AVERAGE ALL ITEMS 1982, 84-100 PUBLISHED BY THE BUREAU OF LABOR STATISTICS AT THE TIME OF THE REQUEST. THE STATE RESERVES THE RIGHT TO ADJUST THE SCOPE OF THE CONTRACT IN ORDER TO KEEP EXPENDITURES WITHIN THE AUTHORIZED APPROPRIATIONS.

CHANGES, ADDITIONS, DEDUCTIONS & EXTRA WORK: UPON PROPER ACTION BY THE STATE, CHANGES, ADDITIONS OR DEDUCTIONS FROM THE WORK TO BE PERFORMED SHALL BE AUTHORIZED BY WRITTEN NOTICE TO THE CONTRACTOR. NO EXTRA WORK SHALL BE DONE OR ANY OBLIGATIONS INCURRED EXCEPT UPON WRITTEN ORDER BY THE CONTRACT MONITOR. IF ANY CHANGES CAUSES AN INCREASE OR DECREASE IN THE CONTRACTOR'S COST OF, OR THE TIME REQUIRED FOR, THE PERFORMANCE OF ANY PART OF THE WORK UNDER THIS CONTRACT, THE DGS PROCUREMENT OFFICER SHALL MAKE AN EQUITABLE ADJUSTMENT AND MODIFY THE CONTRACT IN WRITING.

UNSATISFACTORY JOB PERFORMANCE OR PROGRESS, DEFECTIVE WORK, DISPUTED WORK, FAILURE TO COMPLY WITH MATERIAL PROVISIONS OF THE CONTRACT, THIRD PARTY CLAIMS FILED OR REASONABLE EVIDENCE THAT A CLAIM WILL BE FILED OR OTHER REASONABLE CAUSE; OR OTHERWISE FAILS TO CURE ANY OTHER DEFICIENCY IDENTIFIED BY THE CONTRACT MONITOR OF THE AUTHORIZED AGENCY WITHIN 24 HOURS OF DELIVERY OF NOTICE OF SAID DEFICIENCY THE VENDOR MAY BE TERMINATED FOR DEFAULT. THE STATE RETAINS ALL OTHER LEGAL OR EQUITABLE RIGHTS OR REMEDIES EXISTING AS A RESULT OF SAID DEFAULT, INCLUDING BUT NOT LIMITED TO ANY LEGAL PROCESS NECESSARY TO OBTAIN ANY SURETIES SECURING THIS CONTRACT. ANY REASONABLE ATTORNEY'S FEE INCURRED IN ENFORCING THIS CONTRACT WILL NOT EXCEED 5% OF SAID CONTRACT PRICE.

WARRANTIES & REPRESENTATIONS: THIS CONTRACT IS BINDING UPON AND INSURES TO THE BENEFIT OF THE STATE OR AGENCIES AND IS THE WHOLE AGREEMENT OF THE PARTIES AND GOVERNED BY THE LAW OF THE STATE OF MARYLAND. THE APPROPRIATE VENUE OF FOR ANY LITIGATION RESULTING HEREUNDER IS THE STATE OF MARYLAND.

THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. THE CONTRACTOR SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT DUE TO SEX, RACE, COLOR, CREED, NATIONAL ORIGIN OR ANCESTRY. THE CONTRACTOR FURTHER CERTIFIES HE IS ELIGIBLE TO PERFORM THIS CONTRACT UNDER LOCAL AND FEDERAL LAW IS NOT NOW AND HAS NEVER BEEN DEBARRED FROM PERFORMING FEDERAL OR STATE GOVERNMENT CONTRACTS AND THAT ALL SUBCONTRACTORS USED IN PERFORMANCE OF THIS CONTRACT HAVE THE SAME QUALIFICATIONS.

DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS: WHEN THE CONTRACTOR

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DOES NOT CONFORM TO THE CONTRACT REQUIREMENTS COMPLETELY, A DEFICIENCY EXISTS. IF A DEFICIENCY(S) IS SERIOUS TO RENDER A SERVICE UNACCEPTABLE, IT IS ALSO CONSIDERED A DEFECT. DEFECTS ARE IMPORTANT IN DETERMINING IF NON-COMPLIANCE LEVELS HAVE BEEN EXCEEDED FOR SERVICES EXPECTED.

CORRECTIVE ACTIONS: IF DEFICIENCIES ARE IDENTIFIED, THE STATE MUST TAKE CORRECTION ACTION TO CORRECT THOSE DEFICIENCIES USING ONE, OR IN SOME CASES A COMBINATION OF, THE FOLLOWING: REDUCE VALUE DEDUCTION. THE STATE MAY REDUCE THE CONTRACT PRICE TO REFLECT THE REDUCE VALUE OF THE SERVICES PERFORMED. THIS METHOD IS NORMALLY USED WHEN THE WORK IS PERFORMED BY THE STATE OR ANOTHER CONTRACTOR RATHER THAN THE CONTRACTOR UNDER THIS CONTRACT. THE AMOUNT OF THE DEDUCTION IS EQUAL TO THE VALUE OF THE SERVICE(S) NOT PERFORMED. AS APPROPRIATE, CALCULATION OF DEDUCTIONS FOR CERTAIN DEFICIENCIES WILL BE MADE. THE STATE MAY DISCUSS CORRECTIVE ACTIONS WITH THE CONTRACTOR TO PREVENT FUTURE OCCURRENCES.

THE DGS PROCUREMENT OFFICER WILL NOTIFY THE CONTRACTOR IN WRITING OF ANY OBSERVED NONCOMPLIANCE WITH THE AFOREMENTIONED FEDERAL, STATE, OR LOCAL LAWS OR REGULATIONS. SUCH NOTICES, WHEN DELIVERED TO THE CONTRACTOR AT THE SITE OF WORK SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE. AFTER RECEIPT OF SUCH NOTICE, IMMEDIATELY INFORM THE DGS PROCUREMENT OFFICER OF PROPOSED CORRECTIVE ACTION AND TAKE SUCH ACTION AS MAY BE APPROVED. IF THE CONTRACTOR FAILS OR REFUSES TO COMPLY PROMPTLY, THE DGS PROCUREMENT OFFICER MAY ISSUE AN ORDER STOPPING ALL OR PART OF THE WORK UNTIL SATISFACTORY CORRECTIVE ACTION HAS BEEN TAKEN. NO PART OF TIME LOST DUE TO ANY SUCH STOP ORDERS SHALL BE MADE THE SUBJECT OF A CLAIM FOR EXTENSION OF TIME, OR FOR EXCESS COSTS OR DAMAGES BY THE CONTRACTOR.

PRODUCT DESCRIPTION & PACKAGING: THE PRICE QUOTED IS FOR A 10 LB BAG OF DRY ICE PELLETS OR 10 LB BAG DRY ICE BLOCKS WHICH INCLUDE SHIPPING, HANDLING AND ADMINISTRATIVE COST. THE PICK-UP PRICE SHALL BE FOR THE COST OF A BAG PICK-UP AT THE CONTRACTORS NEAREST LOCATION IT IS RECOMMENDED THAT THE VENDOR SHOULD TRY TO MAINTAIN A MINIMUM 20,000 LBS OF ICE AVAILABLE FOR IMMEDIATE DELIVERY WITHIN FOUR (4 HOURS) OF RECEIPT OF ORDER. FOR USER INFORMATION PURPOSES ONLY 20,000 LBS IS NORMALLY EQUIVALENT TO A 1/2 TRACTOR TRAILER LOAD OR (2,000 BAGS), WHILE 40,000 LBS IS NORMALLY EQUIVALENT TO A FULL TRACTOR TRAILER LOAD OR (4,000 BAGS). MINIMUM AGENCY ORDER IS 2,000 BAGS. PICKUP COST IS \$3.50 PER 10 LB SLAB. PICKUP LOCATIONS ARE AS FOLLOWS:

1601 DESOTO ROAD  
BALTIMORE, MD 22130-1205  
JASON FLICK & PAT WALSH

200 N. RAPAUNO AVENUE  
GIBBSTOWN, NJ 08027  
AL TOOLEY & JACK BROWN

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(410) 644-7800  
(443) 677-3192 (CELL)  
(410) 916-0048 (CELL)

(856) 224-4956  
(610) 656-5216 (CELL)  
(267) 278-1713 (CELL)

189 CENTRAL AVENUE  
OLD TAPPAN, NJ 07675  
KEITH RAMSDELL  
(201) 767-3200 X 1230  
(817) 972-9782 (CELL)

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	39042	EA	5.0000

DRY ICE PELLETS GARRETT COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0002	39042	EA	5.0000
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DRY ICE PELLETS ALLEGANY COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0003	39042	EA	5.0000
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DRY ICE PELLETS WASHINGTON COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0004	39042	EA	4.5000
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DRY ICE PELLETS FREDERICK COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0005	39042	EA	4.5000
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DRY ICE PELLETS MONTGOMERY COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0006	39042	EA	5.0000
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DRY ICE PELLETS PRINCE GEORGE'S COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0007	39042	EA	4.5000
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DRY ICE PELLETS ANNE ARUNDEL COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0008	39042	EA	4.5000
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DRY ICE PELLETS BALTIMORE COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0009	39042	EA	4.5000
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DRY ICE PELLETS CARROLL COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0010	39042	EA	4.5000
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DRY ICE PELLETS HARFORD COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0011	39042	EA	4.5000
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DRY ICE PELLETS HOWARD COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0012	39042	EA	4.5000
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DRY ICE PELLETS BALTIMORE CITY REGION (MINIMUM ORDER 2,000 BAGS)

0013	39042	EA	5.0000
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DRY ICE PELLETS KENT COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0014	39042	EA	5.0000
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DRY ICE PELLETS QUEEN ANNE'S COUNTY REGION (MINIMU ORDER 2,000 BAGS)

0015	39042	EA	5.0000
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DRY ICE PELLETS TALBOT COUNTY REGION (MINIMU ORDER 2,000 BAGS)

0016	39042	EA	5.0000
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DRY ICE PELLETS CAROLINE COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0017	39042	EA	5.0000
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DRY ICE PELLETS CECIL COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0018	39042	EA	5.0000
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DRY ICE PELLETS DORCHESTER COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0019	39042	EA	5.0000
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DRY ICE PELLETS WORCHESTER COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0020	39042	EA	5.0000
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DRY ICE PELLETS SOMERSET COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0021	39042	EA	5.0000
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DRY ICE PELLETS CALVERT COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0022	39042	EA	5.0000
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DRY ICE PELLETS CHARLES COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0023	39042	EA	5.0000
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DRY ICE PELLETS ST. MARY'S COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

0024	39042	EA	5.0000
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DRY ICE PELLETS WICOMICO COUNTY REGION (MINIMUM ORDER 2,000 BAGS)

END OF ITEM LIST

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OR PAYMENT.

STATE FEDERAL TAX IDENTIFICATION NUMBER: 32-535229

STATE PHONE NUMBER FOR PLACING ORDER: (410) 644-7800

STATE VENDOR CONTACT PERSON: PAT WALSH

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